

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN THE MATTER OF:

NORTHPOINT VILLAGE OF UTICA, LLC
a Michigan limited liability company,

Debtor.

Case No. 08-53097-SWR
Chapter 11
Hon. Steven W. Rhodes

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ORDER CONFIRMING PLAN

The First Amended Combined Disclosure Statement and Reorganization Plan under chapter 11 of the Bankruptcy Code filed by Northpoint Village of Utica, LLC on September 30, 2008, having been transmitted to creditors and equity security holders; all objections having been resolved as evidenced by the approvals of the form of this order.

The Court finds, pursuant to Local Rule 3020-1, that the requirements for confirmation set forth in 11 USC § 1129(a) have been satisfied.

IT IS ORDERED that:

The First Amended Combined Disclosure Statement and Reorganization Plan filed by Northpoint Village of Utica, LLC on September 30, 2008 is granted final approval and is confirmed with the following modifications and/or conditions:

The Proof of Claim filed by Creditor Michael Genson Mechanical, LLC, in the amount of \$697,624.28 is allowed and the Debtor has agreed to withdraw all of its objections thereto and shall pay the entire amount of the Claim at the Closing of the Debtor refinancing the real property subject to Creditor Mike Genson Mechanical, LLC's Judgment of Foreclosure. Creditor Michael Genson Mechanical, LLC, upon receipt of a wire transfer or certified non-refundable funds in the total sum of \$697,624.28, shall release its first lien position and shall retain a second lien position to secure all of the attorney fees incurred by Michael Genson Mechanical, LLC, to defend the pending appeal styled as Mike Genson Mechanical, LLC vs. North Point Village of Utica, LLC in the Michigan Court of Appeals, assigned case number 2008-285236, which may be awarded by the Trial Court pursuant to MCLA § 570.1118(2); Crawley vs. Schick 48 Mich App 728, 737; 211 NW2d 217 (1973); Superior Prods Co. vs. Merucci Bros, Inc., 107 Mich App 153; 309 NW2d 188 (1981) and any other authorities the Trial Court deems appropriate.

In addition to the payment of the above referenced claim at closing, the Debtor shall escrow Fifty Thousand Dollars (\$50,000.00), for the benefit of Creditor Mike Genson Mechanical, LLC's state court appellate counsel, as additional security for the payment of any and all attorney fees awarded to Michael Genson Mechanical, LLC, by the Trial Court. Debtor and Mike Genson Mechanical shall agree to the terms of an Escrow Agreement, setting forth the Escrow Agent ("Agent") the Agent's Fee, if any, as well as the terms and conditions upon which the funds will be released to counsel for Creditor Mike Genson Mechanical, LLC.

If the closing on the refinancing has not taken place by December 10, 2008, then the parties and their counsel shall appear before the Honorable Judge Steven Rhodes for a hearing on

Wednesday, December 11, 2008 at 10:00 a.m., to determine whether the case will be dismissed with a 180 day bar on refiling any new petitions, or converted to a chapter 7 case.

The Debtor will continue to submit monthly reports to the United States Trustee for all months or portions of any month that passes prior to the entry of this order and monthly disbursement reports for all months or portions of any month for periods subsequent to entry of this order and prior to the date this case is closed, converted or dismissed. Fees due the United States Trustee shall continue to be paid until the case has been converted, dismissed or closed by the Bankruptcy Court.

Signed on December 01, 2008

/s/ Steven Rhodes

**Steven Rhodes
Chief Bankruptcy Judge**